

Modification of Security Instrument

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| (| ver", whether one or more)and SunTrust Bank, a Georgia banking corporation, Grantee/Mortgagee ("Bank"). |
|-----------------------------|---|
| | WITNESSETH |
| | |
| dated <u>SE</u> ("Agreen | WHEREAS, Bank is the owner and holder of a Home Equity Line Agreement and Disclosure Statement CPTEMBER 25TH 2006 with a credit limit in the amount of \$ 40,000.00 given by the Borrower, ment"); |
| modificat | WHEREAS, the payment of the Agreement, and any and all renewals, extensions, substitutions and tions therefore, are secured by a Mortgage, Deed to Secure Debt, or Deed of Trust of even date therewith the y Instrument"), recorded in Deed, Trust, Liber or Official Record Book 2,585 , Page 770 , Page 770 , Clerk's Office, or Public Records of DESOTO County, MISSISSIPPI (the |
| "Recording Instrument | ng State and County") which granted a lien upon the real property as more fully described in the Security |
| | SEE ATTACHED SCHEDULE (A) |
| <u> </u> | AND (Choose if applicable): |
| - | ☐ The Agreement and/or Security Instrument were previously modified as follows: |
| • | |
| | (Check if and as applicable; if all are unmarked, this means Agreement and Security Instrument were in favor of SunTrust Bank): |
| - | ☐ WHEREAS, SunTrust Bank was formerly known as |
| | ☐ WHEREAS, SunTrust Bank is successor by merger to |
| respective | WHEREAS, the Agreement and Security Instrument were originally executed by Borrower and Owner, ely, in favor of |
| ("Origina the Origina) | ol Creditor"), and all right, title and interest in and to the Agreement and Security Instrument were assigned by nal Creditor to Suntrust Bank by virtue of that certain Assignment recorded in the Recording State and as BookPage |



| AND |
|---|
| (Choose only one option) |
| WHEREAS, Borrower has requested an increase in the amount of the credit limit of the Agreement and Security Instrument and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and |
| WHEREAS, Borrower has requested a decrease in the amount of the credit limit of the Agreement and Security Instrument and Bank has agreed to decrease the credit limit, on the terms and conditions set forth herein. |
| NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the parties mutual covenants and other good and valuable consideration, the receipt of which being here by acknowledged, the parties agree as follows: |
| 1. Borrower acknowledges that the agreement and Security Instrument are due and payable in full without defense, adjustment or offset. |
| 2. In order to evidence an increase or decrease in the credit line as contained in the Agreement, as contemplated hereby, the Agreement and Security Instrument are hereby amended to provide for an increase or decrease in the credit limit in the amount of \$21,500.00 , which results in a new credit of \$18,500.00 |
| 3. The future advance clause contained in the Security Instrument is hereby amended to reflect that the maximum Principal amount that may be secured by the lien of the Security Instrument is hereby increased to \$ |
| 4. The Security Instrument and Agreement shall each remain in full force and effect in accordance with their terms, except as may be herein modified, and the Security Instrument shall continue to secure the payment of indebtedness incurred under the Agreement, as same may be amended, modified, renewed, or substituted for from time to time in the future, in the same manner and upon the same conditions. Any future modification may not necessitate the further modification of the Security Instrument; however; Bank shall not be obligated to agree to any extensions or further modifications in the future. |

5. This is the complete agreement of the parties and may only be modified in writing, signed by both parties. The term Borrower shall include the plural, where the context requires.

of the date set forth above. (Two signatures are required) Witness Signatures (Two signatures are required) Signed, sealed and delivered in the presence of: Witness Address 8926 OAK GROVE BLVD OLIVE BRANCH, MS 386549354 Signed, sealed and delivered in the presence of: SunTrust Bank By: Jeban Print Name: DEBORAH K. KISER Title: ASSISTANT VICE PRESIDENT IN WITNESS WHEREOF, the Grantor has caused this Acknowledgement to be duly executed before Notaries Public as of the dates(s) set forth herein below. INDIVIDUAL ACKNOWLEDGEMENT STATE OF CITY/COUNTY OF ____ On this day before me, the undersigned Notary Public, personally appeared to me known to be the individual(s) described in and who executed the Modification of Deed of Trust or Mortgage as applicable, and acknowledged that he/she/they signed the Deed of Trust or Mortgage as applicable, as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Ву ___ Residing at Notary Public in and for ____ My commission expires: ___ My registration number is: ___ BANK ACKNOWLEDGEMENT STATE OF VIRGINIA CITY/COUNTY OF RICHMOND On this 14TH day of NOVEMBER, 2007, before me, the undersigned Notary Public, personally appeared DEBORAH K. KISER and known to me to be the ASSISTANT VICE PRESIDENT authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. vimu nada Residing at 1001 Semmes Avenue JAMIE LADD Richmond, Virginia 23224 My commission expires: 5/3/109 it of Pichmond JAMIE LADD Notary Public My registration number is 359304 Commonwealth of Virginia 359304

My Commission Expires May 31, 2009

IN WITNESS WHEREOF, the Borrower has caused this Modification Agreement to be duly executed as

Exhibit "A"

Legal Description to Deed of Trust

Lot 5, Oak Grove Subdivision, situated in Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat recorded in Plat Book 88, Page, 25, Chancery Clerk's Office, DeSoto County, Mississippi.

Parcel #: 2.06.2.09.05.0.00005.00

File #: S14980